

**Certificate of Notice Page 1 of 3**  
United States Bankruptcy Court  
Eastern District of Pennsylvania

In re:  
Ronald C. Stivala  
Kimberly Stivala  
Debtors

Case No. 17-14625-ref  
Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-4

User: Lisa  
Form ID: pdf900

Page 1 of 1  
Total Noticed: 3

Date Rcvd: Jun 05, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 07, 2018.

db/jdb +Ronald C. Stivala, Kimberly Stivala, 81 Butternut Ct., Reading, PA 19608-9613  
cr +Municipal Authority of South Heidelberg Township, Michael J. Gombar, Jr., Esquire,  
1100 Berkshire Blvd., Suite 201, Wyomissing, PA 19610-1221

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
cr +E-mail/PDF: PRA\_BK2\_CASE\_UPDATE@portfoliorecovery.com Jun 06 2018 02:32:09 Orion (VERIZON),  
c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021

TOTAL: 1

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Jun 07, 2018

Signature: /s/Joseph Speetjens

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**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 5, 2018 at the address(es) listed below:

BRENNNA HOPE MENDELSON on behalf of Debtor Ronald C. Stivala tobykmendelson@comcast.net  
BRENNNA HOPE MENDELSON on behalf of Joint Debtor Kimberly Stivala tobykmendelson@comcast.net  
FREDERICK L. REIGLE ecfmail@fredreiglechl3.com, ecf\_frpa@trusteel3.com  
LISA MARIE CIOTTI on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglechl3.com,  
ecf\_frpa@trusteel3.com  
MICHAEL J. GOMBAR, Jr. on behalf of Creditor Municipal Authority of South Heidelberg Township  
mgombar@masanobradley.com, sbortzel@masanobradley.com  
REBECCA ANN SOLARZ on behalf of Creditor Toyota Motor Credit Corporation  
bkgroup@kmlawgroup.com  
United States Trustee USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 7

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Kimberly Stivala Ronald C. Stivala <u>Debtors</u>	CHAPTER 13
Toyota Motor Credit Corporation <u>Movant</u> vs.	NO. 17-14625 REF
Kimberly Stivala Ronald C. Stivala <u>Debtor</u>	11 U.S.C. Section 362
Frederick L. Reigle Esq. <u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the loan held by the Movant on the Debtors' vehicle is **\$3,497.28**, which breaks down as follows;

Post-Petition Payments:	July 2017 to June 2018 at \$291.44/month
<b>Total Post-Petition Arrears</b>	<b>\$3,497.28</b>

2. The Debtor shall cure said arrearages in the following manner:

a). Within seven (7) days of the filing of this Stipulation, Debtors shall file an Amended Chapter 13 Plan to provide for a cramdown of Debtors' vehicle.

b). The Amended Plan will provide for a cramdown of the vehicle with a secured value of \$9,895.07 and an interest rate of 6.25% for a total of \$11,547.00 to be paid through the plan.

c). Regular monthly payments will continue to be made to the bankruptcy trustee until Movant is paid in full per section 2(b).

3. In the event the actions or payments under Section 2 above are not done pursuant to the terms of this stipulation, Movant shall notify Debtors and Debtors' attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the vehicle and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: May 29, 2018

By: /s/ Rebecca A. Solarz, Esquire  
Rebecca A. Solarz, Esquire


Date: \_\_\_\_\_

/s/ Brenna Hope Mendelsohn, Esquire  
Brenna Hope Mendelsohn, Esquire  
Attorney for Debtor

Date: 6/1/18

  
Frederick L. Reigle  
Chapter 13 Trustee

Approved by the Court this 5 day of June, 2018. However, the court retains discretion regarding entry of any further order.

  
Bankruptcy Judge  
Richard E. Fehling